

Negotiated Agreement
Between
U.S. Army Corps of Engineers New York District
And
Local 98, International Federation of Professional and Technical Engineers,
on Procedures and Arrangements of the Administrative Furlough due to Sequestration

1. Nothing in this proposal necessarily reflects the agreement of IFPTE to furloughs or other actions having a negative impact on employees, the performance of the agency mission, or the public interest. Nothing in this agreement is intended to waive or limit any statutory rights of individual employees which may exist in the absence of this agreement.
2. Furloughs will be terminated as soon as the Command is notified that funding restraints are lifted. The Agency will not charge any employee Absent Without Official Leave (AWOL) for failure to return from furlough because they did not receive this notification.
3. The flexibility for scheduling the furlough day will be supported to the maximum extent practical. The Supervisor/Division/Office Chief shall work with the employee to schedule the furlough days in order to minimize impacts to missions and employees.
4. Health Coverage: Coverage continues; however, if the furlough results in salary less than the health insurance premium amount, the employee's share will be withheld on return to full pay status.
5. Outside Employment: Restrictions on outside activities of Executive Branch employees remain in full force and effect during furloughs. An employee may not engage in outside employment that conflicts with his official duties. An employee should seek prior approval before accepting employment when there is a possibility of a conflict with his/her official duties. All requests will be granted or denied in accord with applicable laws and regulations.
6. Performance Evaluation: The period of time that an employee is on furlough will be taken into consideration in the employee performance evaluation.
7. Furlough day Prohibition: Employees are prohibited from doing any government work on their furlough day. This includes any work by blackberry, telephone, home email and any other electronic communication.
8. Taxes: Taxes are adjusted based on earnings and the employee's designated withholding status. Employees designate withholding status via MyPay.
9. Life Insurance: If the employee's salary becomes insufficient to pay FEGLI premiums due to the furlough, the leave without pay/insufficient pay rules apply.
10. EAP: Efforts will be made through the Employee Assistance Program contract to make available credit counseling to employees.

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11. Furlough Notices.
 - a. Employees shall insure their home address and contact information is current.
 - b. Furlough notices will provide employees with all information for which they are entitled by law.
 - c. Management will post this agreement to the NAN intranet.

12. Travel and TDY: To the maximum extent possible employees will not be required to begin or complete TDY travel on their furlough day. Supervisors and employees may arrange for an alternate furlough day to allow for required TDY travel. All reimbursement for TDY expenses will be in accordance with the JTR.

13. Telework: To the extent possible employees currently teleworking will be allowed to continue. If the telework day falls on their furlough day, employees must work with their supervisors to arrange an alternate telework day. Employees need to ensure they update their telework agreement with their supervisors.

14. Alternative Work Schedule: Affected employees may retain current alternate work schedules. Employees will be permitted to adjust their tour of duty to a regular schedule. If the employee chooses to change to a regular schedule, they will be allowed to return to their alternate schedule once the furlough is over.

15. Exemptions: All employees shall be furloughed except those that fall under Department of Army approved exceptions. Employer will inform the Union of all exceptions authorized by Department of Army. If the Employer's administrative furlough plan includes exceptions, then a list of all bargaining unit employees expected to be furloughed will be provided to the Union. The requested information is required in order for the Union to adequately represent its members and its bargaining unit employees. Contract personnel will not perform bargaining unit employees' work due to the furlough.

16. Holiday Pay: No holiday pay will be lost during furlough period. If holiday falls on a furlough day the employee shall be allowed to reschedule the furlough day.

17. Leave Accruals: Once an employee's balance of non-pay hours equals his/her scheduled hours in a pay period (e.g., 80 hours in a bi-weekly pay period, fewer hours for part-time employees), the employee will not accrue leave for that pay period. Leave accrual resumes the next pay period. This will occur twice if the furlough period is 22 days.

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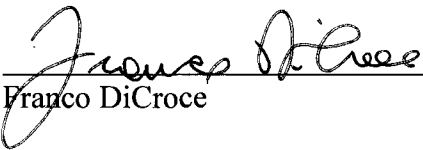
18. **Within Grade Increases:** An aggregate of no more than 2 workweeks in a non-pay status in a waiting period is creditable service for advancement to steps 2, 3, and 4 of the GS; 4 workweeks for advancement to steps 5,6, and 7; and 6 workweeks for advancement to steps 8, 9, and 10 (5 CFR 531.406(b)). For prevailing rate employees.
19. **High-3 Average salary:** The amount of a CSRS or FERS annuity is based primarily on the amount of creditable service an employee performs and the employee's high-3 average salary. Both CSRS and FERS allow service credit for up to 6 months of non-pay status in any calendar year. If a furlough period does not cause an employee to be in a non-pay status for more than 6 months in a calendar year, the furlough period will be included as creditable service in determining the employee's total creditable service used in the annuity computation.
20. **Back-up:** Bargaining unit employees possessing transferable skills and qualifications required for performing the work of a required position may be permitted to fill in for other employees. Employees may cite any additional work performed during the rating period during the performance evaluation process.
21. **Mission Critical or Emergency Operations:** If an employee is called back to work on a furlough day to meet a mission critical or emergency operation requirement the employee will be paid for the hours worked during that day in accordance with the pay rules. The employee maybe required to take another furlough day or hours to substitute for the time worked.
22. **Timekeeping:** Overtime, compensatory time, and credit hours will continue to be valid and efficient methods to accomplish work as need and in limited circumstances subject to appropriate advance approval.
23. **Secret Clearance:** If an employee's clearance is revoked due to delinquency in paying debts due to the reduction in pay caused by the furlough, command will write a memorandum to support the employee's maintaining his/her clearance.

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The parties have executed this agreement on this 19th day of March 2013.

For IFPTE Local 98

For the New York District:



Franco DiCroce



Richard A. Robinson III

MEMBERS OF THE NEGOTIATING COMMITTEES:

FOR THE UNION:

Frank Tangorra
Franco DiCroce
Elaine Eubanks
Jeanette Jones
Ann Caulfield

FOR THE EMPLOYER:

Richard Robinson
Diane Deptula
James Mercer
Mercedes Fernandez